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ANSWER TO COMPLAINT

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Defendants ADVANITAGE SALES & MARKETING "NIC ("Txrfendor" ASM INC."). ADVANTAGE NAMES & MARKETING LLC ("Defendent ASM LLC"), and RETAIL STORE. SERVICES LLC ("Defendant RSS LLC") (collectively, "Definitions") for the rective supposed go other detendant. Accels aggregatated plead in response to the Lomplaint for Damages. Restitution and Enjurctive Relief ("Complains") of PlainEFTENNIFER MEAL* ("PlainUFT) 04 Jellews:

ANSWER TO "PRELIMINARY STATEMEN<u>T"</u>

- 1. Approximately the engineer Γ_{i} Deformants admir that Plaintiff was employed by Defendant RSS LLC as a merchandising representative. Defendants for doctorball that Plaintis Palentis iab rysponsicitities includes acquiving and displaying marketing and promotional marsials for \cdot certain products sold at home improvement stares. Except as so admitted, Dubudants dony, gazaratiy and specifically, each and every allogation conjoined in Paragraph 1.
- ۶. Answering Paragraph 2. Defendants deny, generally and specifically, caca sadevery allogation contained therein.
- Answering Poragraph 3. (Jefondants deny, generally and specifically, each and every allegation contained therein.
- Answering Parkgraph 4. Decardants deny, generally and specifies by each and evenus legation canna ned therein.

ANSWER TO "THE PARTIES"

Answering, Pauggraph 5, 10tal spripose, Defendours are without sufficient. knowledge or information to form a belief as to the track of the allegations regarding Plainti Π_{S} residency, and an that basis deny each and every allegation contained in said southnee. Answering the second sergence of Puragraph 5. Defendants admit that Plaintiff was untiloyed by Defendant RNS LLC as a merchandising representative from October 1, 2005 through May 4, 2007, and that also worked in parts of northern California. Expect is so admirted at derived hased. on lack of information and belief. Deliminates deny, generally and specifically, and sold 2001/2009. allegation contained in Paragraph 5.

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	É,	Answering Puragraph 6. Defendants admit the Defendant ASM LLC is a
£.nl	ifornin leni	ted Dabibly company. Delicularity further admir that Defendant ASM LLC
eau)	dects busi	ness and has offices in vorious states, just ading California. Defendence further
adn	ndraa 198	Notice: ASM LLC is an "amplayer" within the definition act forth to 59.030
euu	.iva 203,d	. Decept as specifically administ, Deligiblents dony, generally and specifically.
enc	h анс съуд	allogation contained in Paragraph 6.

- 7. Answering Paragraph 7. Ordendants wind, that **Defendant** ASM INC, is a கோடிப்பங்க வரச்சகர்கள் with an affice in California. Hereopries so ஒற்றுத்து, நிருந்துகினர் கோர generally and arouth cally, each and every allegation contained in Pernamph 11.
- Accessing Paragraph $oldsymbol{\lambda}_i$ Deligible about that Deliminary RSS LEAT is $oldsymbol{z}_i$ Delaward hardwall liability companies doing business in various sames, irelading 1/8/1/60pis, and to principally located in California. Defengants Jurinor admit that Defendant RSS LLC is an netoployer" within the definition set ferth in 29 U.S.C. section 2007(1). Deliving the forther admitthat Defendant R55 LLC is a wholly-exceed subside γ_2 of Defendant ASM LLC. Except as specifically admitted. Delicement deny, generally and specifically, each our levery affogation. certained in Paragraph 8.

ANSWER TO "JURISDIC" I ION AND VENUE".

- Ŋ., Ausworing, Pauguraph 9. Defendance admit that the Court has subject conjurjurisdiction over Pain Labor Standams Act ("F) SAT) claims. Defendants further admit that the Controloist flury readyal contained an attachment "A" identified in part of a "Plajeti p" Consont Form." Regarding the lost continue of Peragraph 9, supplemental jurisdiction over alleged some † law claims is a maner for the Court. In its discourier, jet extending. Isosop, as specifically admitted, Defendants deny, generally and apperlically, each and every allogation contained in **Ի**շությորի Դե
- 10. Answering Poragraph 10, Darloudanta admit that, with respect to Plaintiff's PLSA. alleget ons as against Dybordant 1885 LLC, venue is proper in the United States District Court.

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Norticas District of California.	Except as specifically admirted. Defendants deny, generally and
specifically, each and every alle	gal-on contained in Paragraph 10.

11. Amovering Paragraph 11, Defendants admir that, with respect to Plaintiff's -1 §4. al egaricus as against Delia (day, RSS-LLC), waxaa is proper in the Northern District of California. Except at specifically admitted. Defendants are withour sufficient knowledge or information to founds policifies to the teach of the allogations, and on the basis dury each and every allegation. contained in Paragraph 11.

ANSWER TO "COLLECTIVE ACTION ALLEGATIONS"

- 12. Answering Parners of 12, Deferors of a curry, generally and specifically, each and every allegation congrigued therein.
- 13. Answering Paragraph 13, Defendants conyligenors by and appeal lently, each and every allegor on nomethod thereigh
- ٠. Answering Paragraph 14, Defendants every, generally and appointfully, each and every allegation contained therein.
- .5. Answering Paragraph 15, Defendants certy, generally and apositivally, each and every allegation contained thereig.
- Answering Paugraph 16. Defendants deny, generally and specifically, each undi-Levery allegation corrained therein.
 - 17. Answering Puragraph 17. Defendants delay, generally and appealing by, each and every alleged an earns mad therein.

ANSWER TO *CLASS ACTION ALLEGATIONS*.

- ° 18. Answering Parturaph 18. Delimitants deny, generally and specifically, each and awary allegation, conceined therein.
- , Q., Answering Paragraph 19. Defendants deny, generally and apositically, each and coses without on contained therein.
- Auswering Paragraph 20. Defendants deny, peneral wond apposition by, each and every allegation committed therein.

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21.	Answering Paragraph 21, Defendents cony, generally audiaporticially, each ar
every allego	mon contained thereign

- Answering Purograph 22, Defence on a cony, generally and specifically, such and 22. every allegation contained thereigh
- ۵. Answering Puragraph 23, including a Leobparts thereof, Deligidants denye principly and specifically, each and every allegation contained therein.
- 24. Answering Potagraph 74, Defendants deny, penerally and specifically, each and every salegation contained therein.
- 2.3. Answering Pnik,graph 25, Deliculants deny, penerally and specifically, each and every effection condined therein.
- 2hA newcrung Paragraph 26. Tirst senience. Defendance are without sufficient. knowledge at information to form a belief as to the total of the allegations regarding Plain. (Als. in and to provide any action and on that basis derry each and every allegation committed in so disentence, as well as specifically denying any authority or legal or factual basis to provide such-Tability." Respecting the second septence of Paragraph Wy Defort Kirts again; that Dadinidant. RSS LT Contaction for the case and addresses of contact comployees and some former employees. Except as specifically admitted, Defendents deny, generally and apopting $(y_1,y_2)_{1 \le i \le k}$ and $y_i \in \mathbb{R}^k$ alleantion cours ned to Paragrapt, 25,

ANSWER TO FERST CLAIM FOR RELIEF?

- 37 Anawating Patagraph 27. Defendants allege and incornarge by regarding light. answers to the preceding pass, grapus.
- Answering Paragraph 28. Hefendates admit that the Complaint they received 28. contained an articlement "A" interestion to part as a "Plaintiff Consent Form." Theory, as specifically at noticel, flotked-sats deay, generally and specifically, each and every allegation. contained in Danagraph 28.
- 26. Areworing Peragnaph 19, Defendants admit that Defendant ASM LLC and Defendant RSS LLC are "employers" within the definition set form in 100 U.S.C. section 2020, y-

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Deskardants further school that Delication RSS LLC employed Plainfiff from October τ_i 2005 in
May 4, 2007, and others, and Defengate, ASM LLU axis congressed persons. Expect as
specifically admitted, Defendants deny, generally and specifically, each and every allogation
constitued in Paragraph 29.

- 30. Answering Paragraph 90, the HISA speaks for itself. Accordingly, Decembers cong. poursally and specifically each and every allegation contained in Poregraph St. .
- 31. Answering Parngrook 31. Defordable dany, generally and specifically, each and every allocation contained therein.
- 32. Answering Paragraph (12, Delian keels deep, periodally and specifically, each and every allocation contained therein.
- Answering Paragraph 33, Delig (kinds deny, penerally and specifically, each and every allogation contained therein.
- 44. Alliance in a Paragraph 34, Delicadants done, generally and specifically, that Plainti II has been on will be damaged in the amounts of eged, in any other our cour, or of all Defendants further dony, generally and specifically, the the elements of relief singlet are uvullable to Plaintiff on the claims alleged. Assemblingly, To language daily, executly and specifically, case and every allegation contained in Paragraph 34.
- Answering Paragraph 35, Delicalents deny PlaintitPs entidement to line and cests and accordingly deny, generally and specifically, each and every allogation cours not in-Peragraph 35.

ANSWER TO "SECOND CLAIM FOR RELIEF"

- 35. Answering Paragraph 36, Defendants all-age and iners porare by reference their **unswers** to fac proceding paragraphs.
- Answering Paragraph 37, IWC Wage Order number a and California Labor Code. 77. scuttoms 510 and 1198 speak for themselves. Accordingly, Deforms riskly by generally and specifically, enong and every allegation contained in Paragraph 37.

l, s	56. Answering Peragraph 38, Delendants delay, generally and societably, each such
2	every all egation contained therein.
1	39 Answering Paragraph 39, Detendants deny, generally and specifically, case and
4	every allegation contained therein.
	ANSWER TO THIRD CLAIM FOR RELIEF
ΥĽ	40 Answering Pring upl: 40. Defendants allege and incorporate by reference their
7	sasswers to the presoling pursyraphs.
8	41. A newering Poragraph 41. Defendants deny, generally and appointed by each and
9	every allogation contained therein.
'n	49. Answering Poragraph 42, Defendants deny, generally and specifically, each and
:1	every allegation concerned therein.
•••	ANSWER TO "FOLETH CLAIM FOR RELIEF"
3	45. Answering Paragraph / 3. Delimitants allege and incorporate by reference their
۷۷	onswers to the proceeding pringraphs
!5	44. — Answering Protagmph 44. Crdiffornin I nbor Code section 226(а) spenks for itself.
38	Accordingly, Defendants deny, generally and specifically, each and every altogation contained it
И	Pa ուլյ օրի 44.
16	45. Answering Paragruph 45. Defendants deny, generally and specifically, each and
) 9	eyory ollegation containal dutrein.
20	ANSWER TO FERTH CLAIM FOR RELIEF*
21	46. Answering Paragraph 46. Delendants allege and incorporate by reference their
7.7	ntesser - to the precision, posigraphs
25	47. Answering Panggraph 47, Call Epring Hayirs as god charkspirms Coaks section
24	17200 speaks for itself. Defendants dony, generally and specifically, each and every allegation
25	continued in Paragraph 42.
26	48. Answering Paragraph 48. Delicadants denyt generally and specifically, each and
27	every allegation contained therein.

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ANSWER TO "PRAYER FOR RELIEF	ANSWER	TO "PR	AYER	FUR	REL	TELL.
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19. Answering Paragraph 49 - she *Prayer for Relief.** inchiding all subparts thereof. Defandants dany, generally suc-specifically, that Plaintiff has been or will 50 damaged in the amounts alleued, in any other appoints, or at all. Thefendants further deny, personally and sportlically, that the elements of relict sough, are available to Plaintiff on the chims effected. Accordingly. Defendants demy, generally and specifies by, even and every allegation op appined in Paragraph 49.

ANNYKRIO UJUHY OFMAND?

50. Answering Paragraph 50, to the extent that any answer is required, if at all, Defendents semit that the Complaint contains a demand for jury trial.

ARRIGMATIVE DEFENSES

THIST APPIRMATIVE DEVENSE.

(No Claim)

51. As a first and equarate affirmative definise. Defendants allege that the Camplaine, inahiding each and every purporant conscipliaction georgined toggeth, falls to stalk likets. sufficion, to constitute a claim upon which relief can be uranted.

<u>SECOND AFFIRMATIVE DEFENSE</u>

(Adequate Heniedy at Law)

32. As a second and separate affirmative defense, and merely for purposes of secting this defense within it admission that any demage has been statained. Defendants allege that Plaintiff has an adequate remedy at law, so that equitable, deels marry for injunctive collectivated. col be apprepriate.

THIRD AFFIRMATIVE DEFENSE

(Facoppel)

5.3 As a third and separate all limitative delicises. Definitions allege, that Plaintiff is estopped from pursuing the distinct in the Complaint by reason of her own actions and course of conduct.

1	
1 1	FOURTH AFFIRMATIVE DEFENSE.
S i	(Unclean Blands)
ã	54. As a fearth and separate off rmative defense, Defendants offage (leg) Philips.
4	banked from pursuing the claims in the Compleint by the decrine of another hands.
5	FIRTH APPINMATIVE DEPENSE.
6	(Unjust Raidchment)
9	5α. — As α δίθα and separate alliminities delicase, Belendanta allege that the Complaint
đ	is barred because any receivery from Defendants would result in Plaintiff's onjust enrichment.
9	SIXTH ARRIRMATIVE DEPENSE
10	(Scacute of Limitations)
11	Mi. — As a six in and apparate all irreality poloner, Defendants alloge the Plaintiff's
12	claims are barred in whole or in part by the applicable statistiss of limitation are using, but not
14	hindred to, 70 U.S IN section DSS (2 years for FLSA sections; 3 years if violation is willfull:
14]	California Gode of Civil Procedure section 33%(a) 13 years for Labor Code violations), Endsforni
la	Code of CrvII Propoding socion $\mathcal{AB}(n)$ (if your for possetty claims). California Business and
lé	Professions Code section 17208 (4 years for unfair compertion claim)
17	SUVENTU AUTORMATIVE DETENSE
18	(No Class/Collective Action, No Standing)
19	57. As a seventh and separate off mustive defense, Defendants of egothot the
/G }	Complaint which proper for ocalment as a class action or collective action; MaintiO therefore
<u>-</u> 1	lectes smiráting to represent the individue is say purporte le represent.
22	EIGHTH AFFIRMATIVE DEFENSE.
23	(No Newtoling Entaine LVCE, Action for Presides)
24	58. — As an vighth and separate aftirmative defense, Defendants aflege ins. Plaintiff as
25	a private litigate, lacks stending to bring a claim for damages under Californie Business and
2fi	Professions Clade section 17200 on for perarties under the California Labor Pade.
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NEXTE APPENDIATIVE DIFFENSE

(Payment)

No. — As a ninth and separate of firmative defense. Defendants allege for Plaintiff's claims are harrof in whole or in part to Jurea tout that Defendants have paid her all money down

DENOTE AFRICATIVE DEFENSE.

(De Minimis)

50 As a configure suggestion of the clock? Work by Plaintiff was de mindou'r and thus not compensable.

KULAWKATH AFFIRMATIVE DEFENSE.

(Office)

As an elevantic and accurate a Ninestive defense, and merely for purposes of strong role defense without admission that any damage has been seem red, Defendants allege that they are creitled to an offset against any relief claimed by Plaintiff for wages Defendants began and Plaintiff and purported class members for lineaget worked or total otherwise is not required under same and/or federal law.

TWELFTH AFFIRMATIVE DEPENSE

(Res Judleum)

o2. As a twolith and separate differentive defense. Defendants allege that the Lymploint, and each glaim for relictionns mad therein, is borned by the decreme or resignations to the extent that any member of the purported class pursued and resolved in final judgment any assign allowed in the Complaint.

THIRTRENTH AFFIRMATIVE DREENSE

(Cirent Foidh)

65. As a thirrord hand separate attinuative defense, and meetly for purposes of starting this defense without admission of any violation of low. Defence at a legation any violation of the California Labor Code or the FLSA was an action online somewhat in good faith.

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As a fifteenth and separate affirmative defense, Defendants of legation, to the eatent that Plaintiff requests statutary penalties under the California Labor Code, Plaintiff is barred from recovering such pansities recouse Plaint fill aid and i mally expand at the administrative. remodies as required and/or otherwise failed to comply with all the statement prerequisites to bring suit under the California Labor Cade Private Artemays General Act of 2004 (California Costa § 2699, at. seq.

SIXTEENTH APPIRMATIVE DEPENSE

(Fallure in John Indispensable Party).

As a sixteenth and separate affirmative defense, Defendants allege that Plaintiff's 66. Stillure Sail to whole or in part due to Pixintill's failure to foin an indispensable percy.

SEVENTRENCH ARRIGMATIVE DERKINE.

(Consider of Others)

ßΨ As a second outhand separate all inner ive defense, Defendants allege that the conduct of Plaintiff or persons and/or entities other than Defendants berein crossed or contributed to the loss, injury and demoges. If any, alteged in the Firmp's, its, thereby beginning of we king. Plointiff's a covery as against Defendants.

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		PRAYER
69. V	VIIDREFORE, Defenda	nts gray for judgment against Pior or ff as follows:
À	. The confidention	as a collective action under the FLSA be deried;
ب	t. I har aloss certific	or an he denied:
C	. Th≥. MaindΩ'takı	es nothing by reason of her Complaint;
ì.	E That the Complai	nt be dismissed in its ensirely with prejudice:
, 1 .	. This, judgmeen be	entered für Delendants;
· T	. That Defendants	be awarded their reasonable costs and anorneys' fees;
	amil	
C	i. That Defendants i	se are used such or remoud further to left as the Court
	docera just aem pe	oper.
DATEO: Never	mbsт 6, 2007	DRIDGES & BRIDGES
		A 101'
		By Thereof Wanger
		HARQUID A. BRIDGES Alterroys for Definitions, ADVANTAGE
		SALES & MARKETING INC ADVANTAGE SATES & MARKETING
		LLC, sec RETAIL SHORE SERVICES LLC
s.		
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		A. The contition on the class certific C. The MaintiOftake U. That the Complaints That Defendants I and C. That Defendants I and

CONT. CONSTRU